

Martin F. Casey (MFC-1415)  
**CASEY & BARNETT, LLC**  
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New York, New York 10017  
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Attorneys for Plaintiff

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AWA, INC.

Plaintiff,

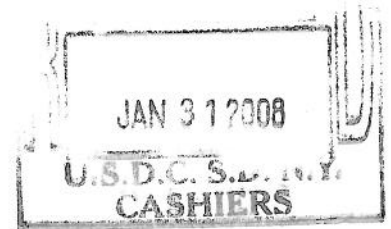
- against -

M/V EVER UNIFIC, her tackle, boilers, engines, etc;  
ROUND THE WORLD LOGISTICS (USA) CORP;  
ITALIA MARITTIMA SPA and EVERGREEN  
MARINE CORP.;

Defendants.  
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08 CV 1039  
08 Civ.

COMPLAINT



Plaintiff, by its attorneys, CASEY & BARNETT, LLC, for its Complaint, alleges upon  
information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. §1333.
2. Plaintiff, AWA, INC., is a corporation duly incorporated under the laws of one of the states of the United States, with an office and place of business located at 18535 E. Gale Avenue, City of Industry, CA 91748, and was the receiver and consignee of certain cargo laden on board the M/V EVER UNIFIC, as more fully described below.
3. Defendant, ROUND THE WORLD LOGISTICS (USA) CORP (hereinafter "RTW") is a corporation with a place of business located at 2160 W. 190<sup>th</sup> Street, Torrance, CA 90504 and at all relevant times was and is doing business in this jurisdiction and was and is a non

vessel owning common carrier of goods by water and was a common carrier for the shipment described more fully below.

4. Defendant, ITALIA MARITTIMA SPA. (hereinafter "IM") is a corporation with a place of business located at 1 Evertrust Plaza, Jersey City, New Jersey 07302 and at all relevant times was and is doing business in this jurisdiction and was and is a common carrier of goods by water and was a common carrier for the shipment described more fully below. Effective in 2007, upon information and belief, IM merged all its operations under the trade name Evergreen Line.

5. Defendant, EVERGREEN MARINE CORP. (hereinafter "EMC") is a corporation with a place of business located at 1 Evertrust Plaza, Jersey City, New Jersey 07302 and at all relevant times was and is doing business in this jurisdiction and was and is a common carrier of goods by water and was a common carrier for the shipment described more fully below. Upon information and belief, EMC and IM have merged and otherwise combined their respective operations under the umbrella of Evergreen Line.

6. At all material times, the M/V EVER UNIFIC was a diesel-powered, ocean-going vessel engaged in the common carriage of cargoes on the high seas and may be within the jurisdiction of this Honorable Court during the pendency of process hereunder.

7. At all material times, defendants were and still are engaged in the business of common carriage of merchandise by water for hire, and owned, operated, managed, chartered, and/or otherwise controlled the M/V EVER UNIFIC, as common carriers of merchandise by water for hire.

8. Plaintiff was the consignee, owner and/or assured of the consignment hereinbelow described and brings this action on its own behalf and as agent and/or trustee on behalf of and for

the interest of all parties who may be or become interested in the said consignment, as their respective interests may ultimately appear, and Plaintiff is entitled to maintain this action.

9. On or about January 19, 2007, a cargo consisting of 167 cartons stainless steel pipes, then being in good order and condition, and laden into container EISU 9009321-2, were delivered to defendants RTW, IM and EMC at the port of Yantian, China for transportation to Klamath Falls, Oregon via the port of Tacoma, Washington, in consideration of an agreed freight pursuant to RTW bill of lading no. RWRD112700002944 dated January 19, 2007 and pursuant to IM and EMC bill of lading no. ITMA 861786017093 dated January 19, 2007.

10. Thereafter, the aforementioned cargo was loaded on board the M/V EVER UNIFIC and the vessel departed for the intended port of destination.

11. During the course of the Pacific Ocean crossing, the vessel encountered weather conditions such that seas washed across the weather deck of the vessel and causing the loss overboard of certain containers.

12. The defendants RTW, IM, EMC and M/V EVER UNIFIC failed to deliver the cargo to plaintiff at destination in the same good order and condition as when received by defendants at the port of loading. The aforementioned container, EISU 9009321-2, consisting of 167 cartons of Steel Pipes was lost overboard and was never recovered.

13. The damage to the aforementioned cargo of Steel Pipes did not result from any act or omission on the part of plaintiff or on the part of the shipper, but to the contrary, was the result in whole or in part, of the negligence and/or fault of defendants EGL, IM, EMC and/or the unseaworthiness of the M/V EVER UNIFIC.

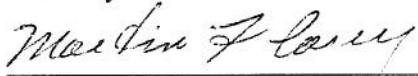
14. By reason of the foregoing, plaintiff has sustained damages in the total amount of \$30,759.00 plus expenses, no part of which has been paid, although duly demanded.

WHEREFORE, Plaintiff prays:

1. That process in due form of law may issue against Defendants citing them to appear and answer all and singular the matters aforesaid;
2. That judgment may be entered in favor of Plaintiff and against Defendants for the amount of Plaintiff's damages, together with interest and costs and the disbursements of this action.
3. That this Court grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York  
January 31, 2008  
299-370

**CASEY & BARNETT, LLC**  
Attorneys for Plaintiff

By:   
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